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compensation arises under Article V, when property is taken for the use of the United States.¹⁵ Since the United States cannot be sued without its consent, the contract is not enforceable at law; but a moral obligation clearly exists. A conditional gift of money can only be recovered in quasi-contract;¹⁶ and there can be no recovery in quasi-contract if the money paid, though not legally due, was due *ex æquo et bono*.¹⁷ Accordingly, the enforcement of the contract cannot result in any loss to the claimant beyond the amount of the fee he agreed to pay.

RECENT CASES

ASSAULT AND BATTERY — CRIMINAL RESPONSIBILITY — FORCIBLE PREVENTION OF WRONGFUL LEVY ON DEFENDANT'S PROPERTY. — The defendant, using no unnecessary force, resisted a constable who attempted to attach his goods as the property of another person. *Held*, that he is guilty of a criminal assault. *State v. Selengut*, 95 Atl. 503 (R. I.).

It is a general rule that a trespasser may be resisted with reasonable force. See 1 BISHOP, CRIMINAL LAW, 8 ed., § 861. A wrongful attachment is a trespass. *Buck v. Colbach*, 3 Wall. (U. S.) 334; *McAllaster v. Bailey*, 127 N. Y. 583, 28 N. E. 591. Therefore, on strict principle, it would seem justifiable to resist a wrongful attachment. Some authority supports this view. *Commonwealth v. Kennard*, 8 Pick. (Mass.) 133; *Wentworth v. People*, 4 Scammon (Ill.) 550; *Lassiter v. State*, 163 S. W. 710 (Tex.). Cf. *Smith v. State*, 105 Ala. 136, 17 So. 107. However, since the protection of property by personal force involves a breach of the peace, it is submitted that the rule permitting it can only be justified when the alternative offered by the legal remedies is seriously inadequate. Now, in a wrongful attachment a protection to the owner, not present in a private trespass, is afforded by the liability of the attaching officer on his bond. See 2 FREEMAN, EXECUTIONS, 3 ed., § 272. Furthermore, if private persons were permitted to resist wrongful attachments, it would give debtors an opportunity to resist rightful attachments until they had secreted or disposed of their goods, and would entirely defeat the purpose of mesne attachments. Hence it would seem that there should be no right to resist attachment by force, and the weight of authority supports this view. *State v. Downer*, 8 Vt. 424; *Faris v. State*, 3 Oh. St. 159; *State v. Richardson*, 38 N. H. 208; *People v. Hall*, 31 Hun (N. Y.) 404. It is true that an illegal arrest may everywhere be resisted. *State v. Belk*, 76 N. C. 10; *Massie v. State*, 27 Tex. App. 617, 11 S. W. 638. But such an arrest is an irreparable personal injury which cannot be adequately compensated in damages.

BANKS AND BANKING — NATIONAL BANKS — COLLATERAL ATTACK ON ULTRA VIRES ACT — AUTHORITY TO PURCHASE STOCK IN BUILDING CORPORATION AS INCIDENTAL TO SECURING BANKING QUARTERS. — A national bank

¹⁵ *Brooke v. United States*, 2 Ct. Cl. 180; *Wixon v. United States*, 14 Ct. Cl. 59.

¹⁶ *Williamson v. Johnson*, 62 Vt. 378, 20 Atl. 279. But if a chattel is given conditionally, a breach of condition is a forfeiture, and the donor may replevy the chattel. *Halbert v. Halbert*, 21 Mo. 277.

¹⁷ *Farmer v. Arundel*, 2 Wm. Bl. 824; *Goddard v. Seymour*, 30 Conn. 394. See *Moses v. MacFerlan*, 2 Burr. 1005, 1012. See KEENER, QUASI-CONTRACTS, 43 ff.

Cf. the rule concerning "natural obligations" in the Roman law. See 2 ROBY, ROMAN PRIVATE LAW, 81.